90-1648

FILED
MAR 1 1991
OFFICE OF THE CLERK

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1990

D. Georgiou,
Petitioner,

v.

George A. Gauthier,
Respondent.

APPENDIX TO

PETITION FOR WRIT OF CERTIORARI

TO THE APPELLATE COURT OF ILLINOIS,

FIRST JUDICIAL DISTRICT

APPENDIX TO PETITION FOR WRIT OF CERTIORARI

Dimitrios C. Georgiou, M.D.

2642 Prairie Avenue

Evanston, IL 60201

(708) 869-8189

Pro se Petitioner

A P P E N D I X

THIRD DIVISION May 27, 1990

(Seal:) NOTICE The text of this order may be changed or corrected prior to the time for filing of a Petition for Rehearing or the disposition of the same.

No. 1-89-3013

IN THE APPELLATE COURT OF ILLINOIS

FIRST JUDICIAL DISTRICT

GEORGE A. GAUTHIER	Appeal from the Circuit Court of
Plaintiff-Appellee,	Cook County.
v.	No. 88 M2 1681
DR. D. GEORGIOU,	Honorable Joseph H. Romano,
Defendant-Appellant.	Judge Presiding.

O R D E R

Plaintiff, George Gauthier, initiated this forcible entry and detainer action in the circuit court against defendant, Dr. Dimitrios C. Georgiou, for the possession of residential premises. The parties subsequently entered

an agreed order which the defendant moved to vacate. Following a hearing, the trial court denied the motion. Defendant now appeals, contending that: 1) the denial of the motion was improper because the trial court failed to "read" or appropriately consider the motion and a related memorandum; and 2) plaintiff failed to protect the leased premises from wrongful entry during defendant's absence.

On September 5, 1989, plaintiff, as landlord of premises located at 2642 Prairie Avenue in Evanston, Illinois, filed a forcible entry and detainer action against drfendant, a tenant who resided in Apartment 2-F. The action sought only possession of the premises.

On the scheduled trial date of October 23, 1989, defendant appeared without counsel and was allowed a continuance

until October 30, 1989, to obtain counsel. The order stated that the October 30, 1989, hearing would be "final."

On the morning of October 30, 1989, just prior to the trial, defendant met with his attorney for the first time. This attorney was the second attorney hired by defendant. It was defendant's impression that his second attorney demonstrated a "strong bias" against psychiatrists and psychiatry, defendant's chosen profession. For the next three hours, defendant, his attorney, and plaintiff's attorney wrangled over the terms and defendant's understanding of a proposed agreed order. Defendant claims to have been in a "state of confusion with regard to the particulars of the agreed order". Defendant asked his attorney how defendant could dismiss him and enlist the services of a third

attorney. According to defendant, the attorney did not reply. Defendant further claims that at that time he was under the impression that he was obligated to be represented and proceed to trial that same day. He also says that he did not know that a Chicago Bar Association attorney was assigned to the particular court where the parties were to appear.

Apparently, at some point during the lengthy discussion, defendant had a brief conversation with the trial judge regarding defendant's concern that "all of his rights were preserved". The trial judge advised defendant to continue discussing the matter with his attorney which defendant did. During the subsequent discussion, defendant's attorney told him that his rights were protected by the agreed order. According

to the defendant, he then agreed to initial the order with the caveat that he could not "read" the order and therefore could not give "informed consent", but that he would rely upon his attorney's advice.

The agreed order provided that: 1) an order of possession was entered, but stayed until November 30, 1989; 2) defendant would provide access to the apartment on November 1, 1989, for plaintiff to decorate and renovate from 9 a.m. to 5 p.m.; 3) if access was not provided, plaintiff might move to vacate the stay of possession and seek immediate possession; and 4) defendant would pay use and occupancy at a rate of $345 per month from September 1, 1989, until possession was finally relinquished.

During the afternoon of October 30, 1989, defendant claims to have contacted

additional attorneys who advised him that he had been improperly counseled by his second attorney. Defendant immediately dismissed his second counsel by certified letter dated October 30, 1989, claiming that the attorney had improperly explained the specifics of the agreed order, so that defendant remained confused.

On the next day, October 31, 1989, defendant and plaintiff both signed a "memorandum" which referred to the agreed order of October 30, 1989, and which provided additional specifics regarding the provision of access to the apartment, including that the date of access would be changed from November 1 to November 4, 1989.

On November 3, 1989, defendant filed a notice of motion and a motion to vacate the agreed order entered on Octo-

ber 30, 1989. The notice of motion made reference only to the filing of the motion to vacate the agreed order. The motion was lengthy and recited that defendant had been confused about the terms of the agreed order as he was improperly counseled by his attorney. The motion essentially presented the same arguments defendant raises on this appeal concerning the circumstances surrounding the execution of the agreed order.

On November 6, 1989, plaintiff filed a "Motion for Immediate Hearing of Motion and Immediate Possession." This motion also requested that defendant be ordered to pay use and occupancy as due in accordance with the agreed order.

On November 8, 1989, the trial court heard both defendant's motion to vacate the agreed order and plaintiff's motion for immediate possession. Although

Although defendant has not provided a transcript of proceedings or any bystander's report of this hearing, defendant maintains that the trial court "read" plaintiff's motion and additional materials in their "entirety," but did not consider or "read" defendant's motion or a related "memorandum" dated November 4, 1989. Defendant claims that the only material read by the trial court was defendant's letter dismissing his second attorney because that letter was located "on the top" of all the documents.

At the conclusion of the hearing, the trial court granted plaintiff immediate possession as of that date, November 8, 1989; and the court denied defendant's motion to vacate the agreed order. The trial court did not rule on plaintiff's request for use and occupancy payments. Subsequent to the filing

of the notice of appeal, the order of possession was stayed pending an outcome.

As a threshold matter, we decline to dismiss this appeal as requested by plaintiff on the basis that defendant has violated Supreme Court Rules in the filing of his appellate brief. (107 Ill. 2d R. 341 et. seq.) Plaintiff raised this issue by motion before this court on March 13, 1990, and we denied it on March 28, 1990. We fail to find that this pro se defendant has since violated Supreme Court Rules so flagrantly as to require dismissal. See Menicocci v. Archer Nat'l Bank of Chicago, (1978), 67 Ill. App. 3d 388, 390, 385 N.E.2d 63; In re J.M. v. William McCarron (1988), 170 Ill. App. 3d 552, 556, 524 N.E.2d 1241.

Similarly, we also decline to dismiss the appeal on the basis that it is now

moot. That defendant concedes that his leasehold rights terminated as of April 1990, as asserted by plaintiff, is nowhere reflected by the record before us. Furthermore, even if the record reflected such a concession, it still does not provide us with sufficient information to discern the legal basis for any such concession. Accordingly, we now consider defendant's first contention.

Defendant argues that the denial of his motion to vacate the agreed order of October 10, 1989, was improper because the trial court did not consider or "read" that motion and a related "memorandum" dated November 4, 1989. The record, however, fails to reflect the inclusion of this memorandum. A reviewing court will not consider anything which is not contained in the

record. (International Amphitheater v. Vanguard Underwriters Insurance Company (1988), 177 Ill. App. 3d 555, 564, 532 N.E. 2d 493.) Indeed, defendant attempted to have this memorandum included in the record by way of an appendix to his appellate brief. However, we denied defendant leave to file such an appendix on April 4, 1990, so that the memorandum is not now before us.

Since defendant has not supplied a transcript or a bystander's report of the November 8, 1989, hearing in accordance with Supreme Court Rule 323 (c) (107 Ill. 2d R. 323(c)), we have no choice but to indulge in every reasonable presumption favorable to the judgment order or ruling from which an appeal is taken. See Altaf v. Hanover Square Condominium Assoc., No. 1, (1989), 188 Ill. App. 3d 533, 539, 544 N.E. 2d

1032; and Dell' Armi Builders, Inc. v. Johnston (1988), 172 Ill . App. 3d 144, 149, 526 N.E. 2d 409.

Even assuming that the trial court "read plaintiff's brief in its entirety" either silently or out loud, or that defendant could discern what in fact the trial court was reading at any given point, this does not demonstrate that the trial court did not consider or read defendant's motion filed some five days previously. Indeed the trial court's order reflects a consideration of defendant's motion because it specifically stated that it concerned a hearing on that motion, that the court was "advised in the premises," specifically recognizing that defendant was appearing "personally", and yet it denied the motion. Particularly where no report of proceedings is supplied and the judgment

order utilizes the operative language that it is "fully advised in the premises," a reviewing court will indulge in every reasonable presumption favorable to the order and must presume that the matters heard by the trial court were sufficient to support the judgment absent any contrary indication in the record. Altaf v. Hanover Square Condominium Assoc., No. 1, 188 Ill. App. 3d at 539; Dell' Armi Builders, Inc. v. Johnston, 172 Ill. App. 3d at 149; In re Marriage of Macaluso (1982), 110 Ill. App. 3d 838, 846, 443 N.E.2d 1.

Accordingly, we believe any argument that the trial court did not consider or "read" defendant's motion to vacate the agreed order is totally insupportable. See Foutch v. O'Bryant (1984), 99 Ill. 2d 389, 459 N.E.2d 958.

However, even though not explicitly

stated, defendant seems to argue that denial was improper because there were legal and factual bases to support vacatur of the agreed order.

> "Such an order can be set aside only by agreement of the parties upon a showing that it resulted from fraudulent misrepresentation, coercion, incompetence of one of the parties, gross disparity in the parties' bargaining positions, or newly discovered evidence." (Emphasis added.) (Kandalepas v. Economou (1989), 191 Ill. App. 3d 51, 54, 547 N.E.2d 496; Berymon v. Henderson (1985), 135 Ill. App. 3d 858, 865, 482 N.E. 2d 391.)

None of these bases exist in this case.

Certainly defendant was not incompetent at the time he initialed the agreed order, nor was he "coerced" into

entering the agreement. Being advised that one must sign or proceed to trial that same day, going with the legal representation at hand, is not coercion. (See First Sec. Bank of Glendale Heights v. Bawoll (1983), 120 Ill. App. 3d 787, 458 N.E.2d 193.) Neither can defendant claim that a gross disparity in the parties' bargaining positions existed given defendant's professional status, articulateness, and the tenacity which he has demonstrated throughout this matter. Furthermore, the strongest argument defendant makes that the terms of the agreement were fraudulently misrepresented is that he later learned that a reference to a third party with whom he might have to negotiate was not incorporated into the final agreed order, although the attorneys included such a reference when repetitiously "reading"

the proposed order to him. Indeed the best that can be said is that defendant did not understand the agreement, his counsel's explanations did not clarify it to him, and, nevertheless, he signed in reliance upon counsel. Such a scenario, unfortunately, does not rise to the level of fraud, coercion or unfair advantage. A party to a written contract is under a duty to learn or know the contents of that contract before he signs it and is under a duty to determine the obligations which he undertakes by the creation of a written agreement. (Leon v. Max E. Miller & Son, Inc. (1974), 23 Ill. App. 3d 694, 699-70, 320 N.E.2d 256). Mature adults have a duty to be fully advised as to the nature of the contents of a binding agreement. See Great American Federal Savings and Loan Association v. Grivas (1985), 137 Ill.

App. 3d 267, 484 N.E.2d 429.

Defendant does contend that during the afternoon of the day he initialed the agreement he "realized" after contacting "other attorneys" that he had been "improperly counseled" by his second attorney. What information was provided to defendant by these attorneys that caused him to "realize" anything is not even suggested. Hence, we do not find that newly discovered evidence has been presented warranting vacatur of the agreed order.

Of significance also is that defendant entered into and signed a supplementary agreement (memorandum dated October 31, 1989,), which further particularized the terms of the agreed order the day after he signed the agreed order and allegedly "realized" that he had been "improperly counseled". Surely, defend-

dant cannot honestly claim that he was coerced, or unfairly disadvantaged when he signed the agreed order since he subsequently freely entered into the supplementary agreement. Accordingly, we find no error by the denial of defendant's motion to vacate the agreed order.

Defendant's second contention is that since 1985, plaintiff has failed to protect the leased premises during defendant's absences. He contends that in 1985, plaintiff left the apartment door unlocked, so that the apartment was burglarized. Since that time, defendant has noticed that valuable personal items are being removed and foreign objects, including "insects" are appearing in the apartment.

This issue,however, is not properly before us at this time. The point was nowhere raised below at the trial court,

so that we cannot take cognizance of it now. It is axiomatic that questions not raised in the trial court are deemed waived and may not be raised for the first time upon appeal. Western Casualty & Surety Company v. Brochu (1985), 105 Ill. 2d 486, 500-1, 475 N.E.2d 872.

Finally plaintiff requests that we grant him costs, attorney fees, and any use and occupancy payments allegedly due him. The trial court,however, never ruled on plaintiff's request for use and occupancy payments, although plaintiff requested that relief in his motion for immediate possession. Accordingly, we would remand to the trial court for a consideration of any amounts owed because of use and occupancy in accordance with the agreed order.

The judgment of the circuit court denying defendant's motion to

vacate the agreed order is affirmed. We remand the cause to the trial court for a consideration of any use and occupancy payments in accordance with the terms of the agreed order.

Affirmed and remanded.

WHITE, J., with CERDA, P.J. and FREEMAN, J., concurring.

IN THE APPELLATE COURT, STATE OF ILL.

FIRST DISTRICT

GEORGE A. GAUTHIER, Plaintiff- Appellee,

v. Dr. D. GEORGICU, Defendant- Appellant

NO. 1-89-3013

ORDER

THIS CAUSE COMING ON TO BE HEARD upon the Motion of Defendant-Appellant For Leave To File A Response To The Objections Of Plaintiff-Appellee To Defendant-Appellant's Motion To File Reply Brief In Excess Of Page Limitation Instanter, due Notice having been given and the Court being advised in the premises, IT IS HEREBY ORDERED that the Motion To File A Response is granted.

(Seal:) ORDER ENTERED May 29 90

(signature:) David Cerda Justice

Dr.D.GEORGICU,Appellant,2642 Prairie Ave.
Evanston, IL 60201, Tel:708/869-8189

GILBERT S. MARCHMAN,CLERK APP.CT.FIRST DIS.

IN THE CIRCUIT COURT OF COOK COUNTY, ILL.

George A. Gauthier

v. NO. 89 M2-1681

Dr. D. Georgiou

Agreed ORDER

(Petitioner's Note: Text handwritten by plaintiff's attorney, not legible)

This matter coming on for hearing in date set, plaintiff appear(ing?) (...?) with his attorney; Defendant appearing and with his attorn(ey) (...?) parties having agreed in a settlement and the Court being adv(...?) (..?) the premises; it is hereby ordered. 1. An order of possession for Apt 2F 2642 Prairie, Evanston (..?) (..)ntered and stayed to November 30, 1989. 2. Defendant shall give Plaintiff access to the apartment for (decor)-ation and renovation. Plaintiff shall work around Defend(ant's) (posse?)ssions to the extent possible and practicable. If not, Plaintiff (...)ll move possessions (Petitioner's Note: Different

handwriting here, not legible) to a safe place (Petitioner's Note:Different handwriting here, legible in part, reading approximately:)/only in the presence of and following approval by defendant (initials)/,and return them after (decor)ation and renovation is finished. Access shall be provided on 11/1/89 at 9 am.Defendant shall give plaintiff access to the(ap)artment,work shall take place from 9 a m to 5 pm. 3. If Defendant does not cooperate in the access, Plaintiff (...?) have right to move for vacating stay of possession (...?) obtain immediate possession. 4. Defendant shall pay use and occupancy at rate of $345 per month from 9/1/89 to date possession is delivered or obtained.

(Plaintiff's signature, Defendant's ini-

(Seal:) ENTERED 10/30/1989 /tials.)

AURELIA PUCINSKI, CLERK OF THE CIRCUIT

(continued)

COURT. (Notes, not legible)

Atty No. 50373 Name Charles R. Goerth

Attorney for plaintiff,Address 1200

Central ,City Wilmette IL 60091

Telephone 256-7102

(Record on Appeal number, seal:)

C000012

AURELIA PUCINSKI, CLERK OF THE CIRCUIT

COURT OF COOK COUNTY, ILLINOIS

MEMORANDUM

To: Mr. George A. Gauthier

From: Dr. D GEORGIOU (initialed)

Subj: Your demand to have access to my apartment

Date: November 4, 89 (Saturday)

I do not understand why you came this morning to my apartment, despite the fact that I have personally served you on November 3, 89 (yesterday) a copy of my Motion to vacate "agreed order".

You have been knocking thunderously and you were shouting and demanding for me to give you access, mentioning that you were in possession of an "agreed order"

I told you(behind my door, being inside my apartment) that I am not waiving my above Motion to vacate "agreed order", by opening the door and giving you access.

You insisted demanding for me to open the door and to give you access. Then I told you to wait for a few minutes in order for me to get dressed. Then I opened the door, I saw you in the stairs, I said: "I opened the door because you are or were demanding it" and I also told you that I was sick because of your alarming behavior.

Then you came to the door, you stopped after you entered in part. I said nothing, I did nothing. I was not physically preventing you. Then you said: "This is not access, I will go to court to evict you". I said:"I did what you were asking me to do."You repeated: "This is not access", you turned your back to me and you left without greeting me, stating: " I will take you to court to evict you because you did not give me access". I said:

"Without waiving my Motion to vacate
"agreed order", I gave you access;
to my surprise you are turning your
back to me and you are leaving ".
END OF MEMORANDUM.
(Signature:) D.C.Georgiou

IN THE CIRCUIT COURT OF COOK COUNTY,ILL.

Gauthier

v. NO. 89 M2 1681

Georgiou

ORDER

This matter coming on to be heard on motion of plaintiff to hear defendant's motion to vacate an agreed order; and plaintiff's motion for immediate possession, plaintiff appearing and with his attorney; Defendant appearing personally; and the court being advised in the premises, it is ordered:

1. Defendant's motion to vacate agreed order is denied. 2. Plaintiff's motion for immediate possession is granted.

3. Plaintiff shall have possession this date, Nov 8,1989.

(Seal:) ENTERED 11/8/1989

Atty No.50373 Name Charles Goerth, Atty for plaintiff,1200 Central Av.,Wilmette IL tel:256-7102. Record on AppealNo:C000026

A P P E N D I X

ORDER

IN THE APPELLATE COURT, STATE OF ILLINOIS

FIRST DISTRICT

GEORGE A. GAUTHIER,

Plaintiff-Appellee,

v. NO. 1-89-3013

DR. D. GEORGIOU,

Defendant-Appellant.

ORDER

Upon consideration of petition for rehearing filed by Defendant-Appellant on June 20, 1990,

IT IS HEREBY ORDERED that said petition for rehearing is DENIED.

(Seal:) ORDER ENTERED JUL 12 90

/s/ David Cerda Justice

/s/ William S. White Justice

/s/ Charles E Freeman Justice

GILBERT S. MARCHMAN, CLERK OF THE APPELLATE COURT, FIRST DISTRICT

70670 ILLINOIS SUPREME COURT

JULEANN HORNYAK, CLERK

SUPREME COURT BUILDING

SPRINGFIELD, ILL 62706

(217) 782-2035

October 3, 1990

Dr. D. Georgiou

2642 Prairie Ave.

Evanston, IL 60201

No. 70670 - George A. Gauthier, respondent, v. Dr. D. Georgiou, petitioner. Leave to appeal, Appellate Court, First District.

The Supreme Court today DENIED the petition for leave to appeal in the above entitled cause.

The mandate of this Court will issue to the Appellate Court on October 25, 1990.

SEAL OF THE SUPREME COURT

STATE OF ILLINOIS, SUPREME COURT CLERK

SUPREME COURT BUILDING,SPRINGFIELD 62706

JULEANN HORNYAK CLERK OF THE COURT

(217) 782-2035

FIRST DISTRICT OFFICE , ROOM 30-129

RICHARD J. DALEY CENTER, CHICAGO 60602

(312) 793-1332

October 16,1990

Dr. D.C.Georgiou,

2642 Prairie Avenue, Evanston, IL 60201

THE COURT HAS TODAY ENTERED THE FOLLOWING ORDER IN THE CASE OF:

No. 70670 - George A. Gauthier, respondent, v. Dr. D. Georgiou, petitioner.

The motion by petitioner to stay the mandate pending the filing and disposition of writ of certiorari in the United States Supreme Court is allowed.

A copy of the order is enclosed. /Goerth

JH:kp Encl. cc:George A.Gauthier,Charles

(Seal:) DEPARTMENT OF DEFENSE, U.S.A.

DEPARTMENT OF DEFENSE

ARMED FORCES EXAMINING AND ENTRANCE

STATION, 65 EAST 9TH STREET

CHICAGO, ILLINOIS 60605

MEPCC-CHI 12 April 1979

SUBJECT: Letter of Appreciation

Dimitrios C. Georgiou, MD

Chief Medical Officer

Consultant in Psychiatry and Neurology

AFEES - Chicago

65 E. 9th Street, Chicago, IL 60605

Dear Dr. Georgiou:

It is with great pleasure that I wish to express my appreciation with regard to the extremely competent service you have offered to the Department of Defense as Chief Medical Officer and Consultant in Psychiatry and Neurology at AFEES-Chicago, since January 31, 1977 when you were appointed. (continued)

(DEPARTMENT OF DEFENSE Letter of Appreciation of 12 April 1979, continued). Your proper handling of the complex medical, psychiatric and administrative issues, arising frequently, has demonstrated an extensive theoretical background as well as abilities and skills which are more than ordinary.

The MEPCOM Surgeon, Dr. Joseph W. McNaney, MD Colonel, MC was also glad to share with me his positive comments on several occasions.

A copy of this correspondence will be placed in your official personnel file.

(Signature) GEORGE CRONIN
LTC, FA
Commanding

(Seal:) DEPARTMENT OF DEFENSE, U.S.A.

DEPARTMENT OF THE ARMY

OFFICE OF THE ASSISTANT SECRETARY

WASHINGTON DC 20310 1813 (Seal)

24 AUG 1988

SFMR-RBE

Ms. Dolores L. Rozzi, Director

Office of Review and Appeals

Equal Employment Opportunity Commission

5203 Leesburg Pike, Suite 900

Falls Church, Virginia 22041

RE: Complaint of Dimitrios C. Georgiou and John O. Marsh, Jr., Secretary of the Army. Docket No: 01.88.3042 Agency No: 81-06-519

Dear Ms. Rozzi:

Thank you for your letter of July 12, 1988, that requested the case file on Mr. Dimitrios C. Georgiou. The final Army decision issued to Mr. Georgiou was not in compliance with governing EEO policies

DEPT. OF THE ARMY, OFFICE OF THE ASSISTANT SECRETARY, Letter 24 AUG 88,Cont'd

and procedures. The complaint is being remanded for procedural compliance and the final decision shall be rescinded. Therefore, the complaint is inappropriate for review and appeal.

Sincerely,

(Signature)

Stanley L. Kelley, Jr.

Deputy Director,

Equal Employment Opportunity

Compliance and Complaints Review

Agency.

(Seal:) EQUAL EMPLOYMENT OPPORTUNITY COMN.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Office of Review and Appeals

5203 Leesburg Pike, Suite 900

Falls Church, Virginia 22041

OCT 6 1988

Dr. Dimitrios C. Georgiou

2642 Prairie Avenue, Evansyon, Illinois

ORA Docket No. 01.88.3042

Dear Dr. Georgiou:

Our records indicate that we have already forwarded a copy of the enclosed letter from the Department of the Army to you. However, in response to your request a second copy herewith is forwarded.

Sincerely,

(Signature) C. Lloyd Buddoo

Supervisory General Attorney

Research and Analysis Unit

Enclosure

CERTIFIED P-468-158-955 RETURN REC.REQD.

M E M O R A N D U M

To: Ms. Dolores L. Rozzi, Director, Office of Review and Appeals, EEO COMMISN. 5203 Leesburg Pike, Suite 900, Falls Church, Virginia 22041

From: Dimitrios C. Georgiou, M.D.,2642 Prairie Ave., Evanston, IL 60201

Date: December 28, 1990

This is to remind you, once more, that the enclosed two documents (one from EEOC, dated Oct.6, 1988, and signed C. Lloyd Buddoo and the other, attached together, from the Department of the Army, Office of the Assistant Secretary, dated 24 August 1988, signed Stanley Kelley, Jr., Deputy Director, EEO Compliance and Complaints Review Agency) are the ones I have received <u>last</u> from your Agency. Meanwhile,as I have informed your office DG periodically,discrimination /continues.(Signed)

IN THE U.S. SUPREME COURT No._____

GEORGE A. GAUTHIER, Plaintiff-Respondent

v. DR. D. GEORGIOU, Defendant-Petitioner

NOTICE OF FILING AND PROOF OF SERVICE

To: Mr. Charles R. Goerth, Attorney At Law, 1200 Central Av., Wilmette, IL 60091

You are hereby notified that pursuant to the provisions of the Rules of Court, we have on this date filed with the Clerk of the Court the Petition for Writ of Certio--ari, and Appendix, including, but not limited to, extension of the period within which the mandate is stayed, until disposition of the Petition by the U.S. Supreme Court, with the proper number of copies. Date: March 1,1991. /s/D.C.Georgiou

I, Dr. D. GEORGIOU, Defendant-Petitioner, on oath state that on March 1,91, I served the proper number of copies of the above document on the party mentioned above, by mailing to his office address

(NOTICE OF FILING AND PROOF OF SERVICE, continuation page)

mentioned above the above mentioned copies, by enclosing them in a postmarked, prepaid, sealed envelope, postage prepaid and depositing same at the post-office on Dearborn St. and Adams in Chicago. (Signature): D C Georgiou

Subscribed and sworn to before me this 1st day of March 1991

(Signature)

(Seal:) OFFICIAL SEAL FREEDA I. KOSIEK
Notary Public, State of Illinois
My Commission Expires 8-31-92